

These terms are supplemental to the General Terms and Conditions of Software Hardware and Consultancy Supply (the "General Terms")

1. Agreement to Supply

1.1. We agree to supply the hardware set out in the proposal for the price set out in it and subject to the General Terms and these terms and conditions.

2. Conformity with Description and Warranties

2.1. Where you have purchased goods that are sold by a specific description, or where it states in the proposal that we have not specified the goods, we warrant that the goods conform with that description, but we do not warrant that they are fit for any particular purpose.

2.2. Where it states in the proposal that we have specified the goods, we accept liability in respect of that specification (including, but not limited to, our warranty that they are fit for any particular purpose) only to the extent that, in the circumstances and in view of everything which you had told us by the time we accepted the order, no reasonable professional in our position would have specified those goods.

2.3. We exclude to the maximum extent permitted by law all implied warranties and conditions.

3. Retention of Title

3.1. Title to any goods does not pass until all sums owed by you to us in respect of those goods are paid.

3.2. Until title to any goods passes, you agree to keep them separately from your other goods and marked to indicate that we still possess title to them and not incorporate them into any other goods or equipment.

3.3. You grant us an irrevocable licence to enter any of your premises where those goods are stored to repossess them if you are in breach of any payment terms of this agreement.

3.4. If we repossess any goods pursuant to clause 3.3 above we may make arrangements to re-sell them in any reasonable way (including public auction) or take them back into stock

in which case we will credit you with the resale we achieve (less any costs of re-sale and repossession) or an equivalent value of resale if we decide to take them back into stock (we will make a reasonable calculation of the equivalent value on the basis that the goods would be sold as second hand).

3.5. You are permitted to resell such goods in the normal course of business for full market value and on arms' length terms even if title has not passed to you, provided that in doing so you hold all sums received from such sale in trust for us as our agent.

3.6. The fact that title has not passed to you shall not prevent us from instituting proceedings against you for the price of the goods.

4. Delivery

4.1. The price given in the proposal is, unless written otherwise, for supply of the goods from our premises, and does not include delivery.

4.2. If you collect the goods or arrange for a carrier to collect the goods on your behalf you will become responsible for the goods (whether or not you have become the legal owner under clause 3 above) as soon as they are collected.

4.3. If we have agreed in writing to deliver the goods, you will become responsible for the goods (whether or not you have become the legal owner under clause 3 above) as soon as we have delivered them to you. If we use a carrier to deliver them, we shall be liable for damage or shortfall up to the point of delivery to you provided that:

4.3.1. the damage or shortfall is notified to us and to the carrier (in writing) within three days of the delivery AND the goods have been signed for as not examined AND you have handled them in accordance with the carrier's conditions; OR

4.3.2. (if the goods have not been delivered at all) you notify us and the carrier (in writing) within three days after the scheduled delivery date.

4.4. You agree to inspect the goods as soon as possible after delivery and, in the case of defects which were or should have been apparent from such inspection, unless you inform us otherwise within three days of receipt of the goods, you will be taken to have accepted as received in good condition all the goods contained in that consignment. Where the defect would not have been apparent from such inspection, our warranty set out below applies.

5. Installation and On Site Repair

5.1. The price given in the proposal does not, unless written otherwise, include installation and servicing.

5.2. If we agree to install or service or repair any goods at a place where you specify ("the Area"), the following will apply (unless obviously irrelevant):

5.2.1. you are responsible for ensuring that any surfaces to which the goods are to be affixed are in a sound condition;

5.2.2. you must provide us with a safe suitable electrical supply at the Area;

5.2.3. you must give our workers unhindered access to the Area;

5.2.4. you must make sure that the Area is safe;

5.2.5. you must provide us with suitable services (e.g. cooling water) at the Area; and

5.2.6. you will (or you will arrange that someone will) be available to let us in at the time we have arranged.

5.3. If we cannot carry out the installation, servicing or repair, or if it takes longer than usual because you have not done any of the above, we may charge you for any lost time or additional expense we incur as a result.

6. Warranties, Support and Maintenance

6.1. You agree, if it says so on the proposal, to take out a third party maintenance agreement specified by us in relation to any specific equipment and to keep that maintenance agreement in force.

6.2. If any equipment we supply is covered by a manufacturer's warranty, you agree to deal with the manufacturer in relation to that warranty. *We do not have the facility to handle repairs or returns and, because hardware supply is not our core business, we may require you to take out third party maintenance agreements and rely on third party warranties for the provision of these services.*

6.3. Unless explicitly stated in the proposal we make no further warranties in relation to the supply of any hardware.

7. Safety and Disposal

7.1. You agree to use the hardware in a way that is safe and to comply with instructions as to its installation, operation and disposal.

7.2. You agree not to remove, deface or obscure any safety warnings or seals.

7.3. You agree to transfer all safety instructions, labels etc. with the goods if you give possession of them to any other person and to make sure that other person complies with them.

7.4. You agree to allow the goods to be operated, installed, configured or repaired only by suitably qualified and trained people.

7.5. You agree that you will dispose of the goods at the end of their useful life in a safe and responsible way.

8. Information and Advice

- 8.1. All particulars given by us relating to technical performance dimensions capacity interfaces and specifications of any goods and all illustrations descriptions specifications and drawings are given as accurately as reasonably possible (subject to the provision of such information from our own suppliers) but are approximate only and all such material contained in brochures, catalogues, price lists, and other advertising matter is intended merely to present a general idea of the goods described in them and none of such material shall form part of this agreement. In particular the provision of such description does not render the transaction a sale by description.
- 8.2. By ordering any goods by description you acknowledge and confirm that you are competent in the use, storage and application of those goods.
- 8.3. Although samples of goods may be exhibited to and inspected by you or the results of standard tests may be furnished to you such samples and results are only exhibited or provided to enable you to evaluate the general characteristics of the goods and not so as to constitute a sale by sample and we give no warranty, express or implied, that the sample represents the quality of the goods supplied.
- 8.4. Where after the contract has been concluded we give any advice or information about the use application or storage of any goods (unless such advice is given subject to a consultancy agreement in which case it is subject to its terms) such information is given in good faith but without liability as we cannot without being given an opportunity to investigate all relevant facts and reach a conclusion be held liable for giving information which should only be taken as general, and not specific.

9. Parties to this contract

- 9.1. "We" and "us" means Applied Business Solutions Ltd of Zealley House, Greenhill Way, Kingsteignton, NEWTON ABBOT, Devon, TQ12 3SB (company registered in England, No 3272968, whose registered office is at Sigma House, Oak View Close, Edginswell Torquay TQ2 7FF).
- 9.2. "You" means the person (which includes a company or other business) contracting to obtain goods, software licences or services from us